

1 BILL NO. S-88-11- 15

2 SPECIAL ORDINANCE NO. S-

J-181-88

3 AN ORDINANCE approving the awarding of
4 Reference #8WPP263 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and General
7 Electric Supply for the Water Pollution
8 Control Plant.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #8WPP263 between the City of
12 Fort Wayne, by and through its Department of Purchasing and
13 General Electric Supply for the Water Pollution Control
14 Plant respectfully for:

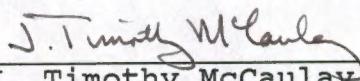
15 the replacement of an electric motor
16 bearing and realignment of electric
17 motor for the Water Pollution Control
18 Plant;

19 involving a total cost of Thirteen Thousand Five Hundred and
20 no/100 Dollars (\$13,500.00), all as more particularly set
21 forth in said Reference #8WPP263 which is on file in the
22 Office of the Department of Purchasing, and is by reference
23 incorporated herein, made a part hereof, and is hereby in
24 all things ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all
27 necessary approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
33 J. Timothy McCaulay, City Attorney

Normal & Prior Approval Introduction

This form is to be completed for any project requiring Board of Works justification at City Council. This complete form is to be in the Board's office no later than 2:00 p.m. on the Tuesday of introduction.

Resolution/Ord. Contract No. _____ Description _____

Replace an electric motor bearing and realign electric motor.

Awarded to: General Electric Service Amount \$ 13,500 Engr.Est \$ _____

Was/was not lowest and most responsible of 1 bidders. If not lowest, who was and why were they not awarded:

Description of project: (Be specific and quantify) Remove and install new bearing between the electric motor and the excitor, realign motor to excitor.

If replacement - what necessitates: Bearing failure due to suspected misalignment initially.

Will benefit how many X residential X commercial properties

Source of request W.P.C. Plant

Source of funding Sewer revenue

City share% 100 \$ _____ Prop owner% _____ \$ _____

What are the implications if not approved: Will not have electrically driven blower available to supply air to biological treatment process.

If prior approval is being requested, justify the need and benefit:

Prepared by Mil Weiler Date 10/25/88
(Attach comment sheet if necessary)

Apparatus and Engineering Services
General Electric Company
Lake Side Office Building, Ste. 125, 2200 Lake Ave.
Fort Wayne, IN 46805
219 428-3164

July 20, 1988

Mr. Neil Wisler
Plant Superintendent
Water Pollution Control Plant
City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

Dear Neil:

My apologies are in order for the delay in getting this information to your attention. Every time I asked the local manufacturing facility to price a motor, I have gotten the run around and delay. I finally have the information you will need to authorize the repair of the Blower # 8 motor.

This letter is an estimate for the bearing replacement of # 8 blower opposite drive end bearing. We have the bearing now in our possession and properly drilled to receive the necessary RTD used on your blower protection system. We can begin work sometime in early August or whenever you can get the purchase order issued to cover the work.

WORK SCOPE

Remove the old and install the new bearing using a motor & generator specialist from our Chicago Engineering office to technically direct the work of two millwrights (to be supplied by GE) for the complete job. We will require the use of your lifting device already in place in the blower room and would request that you supply the necessary oil to fill the bearing housing during the replacement so that it is compatible with that you normally use.

The price for the above work all conducted on a straight time basis is a time and material price not to exceed \$13,300. This price includes the price of the new bearing and transportation. All work will be completed by 9/1/88 and the price and work is subject to the GEISS Form 487-CG) attached.



Page Two

NEW MOTOR

You requested the price of a new motor installed on the basis of comparison with the repair price of the old. A new motor identical to this Blower # 8 motor would cost installed around \$180,000 which also includes transportation from our facility in Brazil.

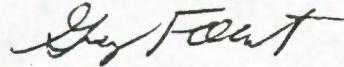
Terminal Pond MCC Delivery

You also requested when you may expect delivery of your new MCC for the terminal pond to replace the one damaged by lightning. At last check with the factory in Mebane, NC, the ship date was scheduled to be July 29.

Finally, I must apologize for the delay in getting you a quote for the replacement of your US motors used on your raw sewage pumps. The factory has refused to quote me on the four different occasions I have made request. I simply cannot quote the units to you since they refuse to quote me.

I hope that this letter then completes all I owe you to date. Please advise when you wish us to complete the repair of #8 Blower motor. Thank you for your patience.

Sincerely,



Greg Foust
Area Engineer

GFF/cw-CFTBRGQT.



GE Industry Sales & Services

Conditions of Sale for Services

The sale of any service and incidental goods ordered by the Customer is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are objected to and will not be binding upon GE Industry Sales & Services (herein called GE) unless specifically assented to in writing by GE's authorized representative. Authorization by the Customer, whether written or oral, to furnish services and incidental goods will constitute acceptance of these terms and conditions.

1. SERVICE DEFINITIONS

- a. **COMPLETE INSTALLATION / MAINTENANCE / CONSTRUCTION** is any combination of planning, management, labor, tools and incidental goods to move, install, assemble, modify, repair, modernize, start-up and/or maintain equipment.
- b. **FIELD ENGINEERING** is engineering and technical guidance, advice and counsel based upon GE's current engineering, manufacturing, installation and operating practices, as related to work performed by others.
- c. **JOB MANAGEMENT** is any combination of planning, scheduling, monitoring, selection of crews, as specified in the contract documents, but does not include responsibility for supervision of labor or for the quality or acts of craft labor.
- d. **TRAINING** is an instructional course prepared and provided by personnel proficient in the subject matter.
- e. **ENGINEERING STUDY / INSPECTION / TEST** is system design and analysis of equipment or systems by competent, experienced personnel using special techniques, instruments or devices with the objective of reporting opinions or recommendations relating to the current condition and future serviceability of the equipment or system.
- f. **PCB SERVICE** is any combination of relocation, testing, containment, retrofit/refill or retrofit/replacement of PCB material.

2. WARRANTY

- a. GE warrants to the Customer that goods and services sold will be free from defects in material and workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within one year from the date of shipment of the goods or completion of the services, on the condition that GE be promptly notified in writing thereof, GE will correct any such failure by reperforming any defective portion of the services furnished and supplying conforming goods. If the contract covers complete installation, maintenance or construction, GE will correct the failure by reperforming any defective service, and either repairing or replacing (at its option) any defective goods furnished and any damage to the equipment upon which the service was performed resulting from defective service. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgement, would have been required for reperformance. If the contract covers job management, GE's sole obligation will be to replace the job manager for the balance of the job. If the contract covers training, GE's sole obligation will be to replace the assigned instructor and reperform the training.
- b. The preceding paragraph a. sets forth the exclusive remedy for all claims based on failure of, or defect in, goods or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The foregoing warranty is exclusive and is in lieu of all other warranties whether written, oral, implied or statutory. AS TO ALL GOODS SOLD, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

3. PATENTS

- a. GE warrants that the goods sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs awarded therein against the Customer due to such breach. In case any goods are in such suit held to constitute such an infringement and the use for the purpose intended of said goods is enjoined, GE shall, at its expense and option, either procure for the Customer the right to continue using said goods, or replace same with noninfringing goods, or modify same so they become noninfringing, or remove the goods and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of GE for patent infringement.
- b. The preceding paragraph a. shall not apply to any goods specified by the Customer and not of GE manufacture, or manufactured to the Customer's design, or to the use of any goods furnished hereunder in conjunction with any other goods in a combination not furnished by GE as a part of the transaction. As to any such goods, or use in such combination, GE assumes no liability whatsoever for patent infringement and the Customer will hold GE harmless against any infringement claim arising therefrom.

4. EXCUSABLE DELAYS

- a. GE shall not be liable for delay due to: (1) causes beyond its reasonable control, or (2) acts of God, acts of the Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- b. In the event GE is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

5. SALES AND SIMILAR TAXES

In addition to the price specified herein, the Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services or goods hereunder, or to their use by GE or the Customer, or the Customer shall provide GE with evidence of exemption acceptable to the taxing authorities.

6. PAYMENTS AND FINANCIAL CONDITION

- a. Pro rata payments shall become due as shipments are made or as work is completed. If GE consents to delayed shipments of goods, payment shall become due on the date when GE is prepared to make shipment. All payments shall be made without set-off for claims arising out of other sales by GE.
- b. If the financial condition of the Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive

termination charges. In the event of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, GE shall be entitled to terminate the contract at any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.

c. For work performed in GE shops, GE, at its option, may retain possession of goods ordered or serviced under the contract if its charges for such goods or services are not paid within 90 days following completion of the work and invoicing the Customer, and GE may, upon not less than seven days written notice by certified mail to the Customer at the Customer's last known address, sell the goods at public or private sale and apply the net proceeds to GE's charges.

7. CHANGES, DELETIONS AND EXTRA WORK

The Customer, without invalidating the contract, may make changes by altering, adding to or deducting from the general scope of the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The charge for any such extra work or change shall be determined in one or more of the following ways: (1) by mutually agreed firm lump sum price, or (2) by unit prices specified in the contract or agreed upon, or (3) by cost and negotiated percentage of cost or fixed fee.

8. LIMITATIONS OF LIABILITY

a. GE's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the contract, or from the performance or breach thereof, or from any goods or services covered by or furnished under the contract or any extension or expansion thereof (including remedial warranty efforts), shall in no case exceed the greater of either (1) \$5,000 or (2) the contract price of a lump sum contract or the price of work completed if the contract is being performed on a cost type basis. Except as to title to any goods furnished, all such liability shall terminate upon the expiration of the warranty period specified in the article entitled "Warranty".

b. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall GE, its employees and suppliers be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Customer for such damages and the Customer will indemnify GE, its employees and suppliers against any such claims from the Customer's customers. If the Customer is furnishing GE's goods or services to a third party by contract, the Customer shall obtain from such third party a provision affording GE and its suppliers the protection of this and the preceding paragraph 8.a.

c. When any goods, services, or both, furnished hereunder are to be used or performed on or in connection with any nuclear installation or activity, GE, its employees and suppliers shall have no liability, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for any nuclear damage, injury or contamination to any property located at the site, and the Customer will indemnify GE, its employees and suppliers against any such liability. In addition, the Customer shall furnish an agreement of indemnification as contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, and nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of said Act. Any of GE's material or equipment which becomes radioactive at the work site, shall, at GE's option, be purchased by the Customer. Any nuclear decontamination necessary

for GE's performance (including remedial warranty efforts) shall be performed by the Customer without cost to GE. In addition, at nuclear sites, GE will not be liable to the customer for any damage to property of the Customer to the extent that the Customer has ANI or MAELU insurance coverage for such loss.

d. In no event shall GE be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this contract) or caused by the use of goods by the Customer against the advice of GE. If GE furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to the contract, the furnishing of such advice or assistance will not subject GE to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

9. DELIVERY

Delivery of goods will be made F.O.B. at the point of shipment to the Customer.

10. GENERAL

a. GE reserves the right to subcontract any of the work to one or more subcontractors.

b. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void.

c. Any information, suggestions or ideas transmitted by the Customer to GE are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of GE.

d. GE shall comply with all applicable state and federal laws, including but not limited to, the Fair Labor Standards Act of 1938 as amended, the Occupational Safety and Health Act of 1970 (OSHA), laws related to nonsegregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended), and all standards, rules, regulations, and orders issued pursuant to such state and federal laws.

11. COMPLETE AGREEMENT

The contract contains the complete agreement between the parties, and no modification, amendment, revision, waiver or other change will be binding on GE unless assented to in writing by GE's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any of the foregoing articles or paragraphs of the contract will not affect the remainder of such article or paragraph or any other article or paragraph of the contract.

12. SPECIAL CONDITIONS

a. For TRAINING SERVICE add the following to Article 10.:

Any audio or visual recording of the Training Service is prohibited unless GE grants advance permission in writing.

b. For ENGINEERING STUDY/INSPECTION/TEST SERVICE add the following to the end of paragraph a. of Article 2.:

GE does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the service performed.

c. For PCB SERVICE the provisions of GEISS Form 487 (PCB), entitled "Supplemental Conditions for PCB Services" shall apply.

Read the first time in full and on motion by Burns, seconded by Jelmino, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 11-22-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Jelmino, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,

Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-181-88

on the 13th day of December, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL

PRESIDING OFFICER

James S. Stier

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of December, 1988, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of December, 1988, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

S-SP 11-15

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 8WPP263 with respect to the replacement of an electric motor bearing and realignment of electric motor for the WPC Plant. The cost reflects the most responsible vendor.

EFFECT OF PASSAGE: Remove and install new bearing between the electric motor and the excitor, realign motor to excitor.

EFFECT OF NON-PASSAGE: Will not have electrically driven blower available to supply air to biological treatment process.

MONIES INVOLVED: General Electric Supply \$13500.00

SOURCE OF FUNDING: WPC Plant
Fund Line: 514-531-7203-4263

BILL NO. S-88-11-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #8WPP263 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and General Electric Supply for the Water Pollution Control Plant

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES

NO

Paul M. Burns PAUL M. BURNS

CHARMAN

Charles B. Redd CHARLES B. REDD

VICE CHAIRMAN

Mark E. GiaQuinta MARK E. GIAQUINTA

Samuel J. Talarico SAMUEL J. TALARICO

James S. Stier JAMES S. STIER

CONCURRED IN

12-13-88

S.E.K.
Sandra E. Kennedy
City Clerk